## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Thomas A. Davis Jr.		10/25/2012	INDIVIDUAL: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Davis Intellectual Assets
Street Address:	25 Telfair Place, Suite F
City:	Savannah
State/Country:	GEORGIA
Postal Code:	31415
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3359052	TILE-BASIN
Serial Number:	85583839	KBRS INNOVATIVE SHOWER SYSTEM HARD CORE
Serial Number:	85584917	KBRS INNOVATIVE SHOWER SYSTEMS
Serial Number:	85583597	KBRS

## **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: tdavis@kbrsinc.com
Correspondent Name: Thomas A. Davis, Jr.
Address Line 1: 25-F Telfair Place

Address Line 4: Savannah, GEORGIA 31415

ATTORNEY DOCKET NUMBER:	17739-1
NAME OF SUBMITTER:	Matthew C. Henderson

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Signature:	/Matthew C. Henderson/
Date:	10/25/2012
Total Attachments: 6 source=Contribution Agreement#page1.tif source=Contribution Agreement#page2.tif source=Contribution Agreement#page3.tif source=Contribution Agreement#page4.tif source=Contribution Agreement#page5.tif source=Contribution Agreement#page6.tif	

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#### CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Agreement") is entered into to be effective as of the 25 th day of 00000, 2012 (the "Effective Date"), by and between Thomas A. Davis, Jr., ("Contributor") an individual, and Davis Intellectual Assets, LLC, a limited liability company organized under the laws of the State of Georgia ("Company").

WHEREAS, Contributor is the inventor and rightful owner of one or more patents and trademarks, granted by or filed with the United States Patent and Trademark Office ("PTO");

WHEREAS, Contributor desires to convey all right, title, and interest Contributor has, or may have, in and to the patents, trademarks, and intangible assets (the "Intellectual Property") described below, in exchange for membership interests.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Contributor and Company hereby agree as follows:

- 1. <u>Assignment of Trademarks</u>. Contributor hereby transfers, conveys, assigns and delivers to Company, and Company accepts, all right, title and interest of Contributor in and to (i) the trademarks set forth in Schedule 1 hereto, including those marks for which registration with the PTO has been obtained or sought, and those marks for which registration with the PTO has not been obtained or sought, (ii) all registrations and applications for registrations thereof for those marks for which registration with the PTO has been obtained or sought, and in and to all renewals and extensions thereof, and (iii) the goodwill connected with the use of the trademarks set forth in Schedule 1 and symbolized thereby (collectively, the "Assigned Trademarks").
- 2. Assignment of Patents. Contributor hereby transfers, conveys, assigns and delivers to Company, and Company accepts, all right, title and interest of Contributor in and to the patents set forth in Schedule 2 hereto, and any patents resulting from the inventions disclosed or claimed therein, including any and all reissues, re-examinations, continuations, divisionals or continuation-in-part applications and patents thereof, and any foreign counterpart applications and patents, as well as any improvements to the inventions disclosed or claimed in such applications and patents (the "Assigned Patents").
- 3. Transfer of Intangible Assets. Contributor hereby transfers, conveys, assigns and delivers to Company, and Company accepts, all right, title, and interest of Contributor in and to the goodwill and all other intangible assets currently used in connection with the Assigned Trademarks and the Assigned Patents, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").
- 4. <u>Rights and Privileges</u>. Contributor acknowledges and agrees that all rights and privileges, including, without limitation, the right to sue for and receive all damages from past, present, and future infringements of the Assigned Trademarks, the Assigned Patents, and the Assigned Intangible Assets, shall be held and enjoyed by Company and its successors and assigns.
- 5. <u>Authorization</u>. Contributor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark applications and/or registrations and patent applications and/or patents (including any applications pursuant to the Patent Cooperation Treaty) for registration of trademarks

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- and patents, to record Company as the Company and owner of any and all of Contributor's rights in the Assigned Trademarks and the Assigned Patents.
- 6. <u>Further Assurances</u>. At the request of Company, Contributor shall make, execute and deliver such documents as may be needed or reasonably requested by Company in protecting its rights in any Assigned Trademarks, Assigned Patents, or Assigned Intangible Assets or to give effect to the provisions of this Agreement.
- 7. <u>Right of Contribution</u>. For the purposes of this Agreement, the pro rata share of each Member shall be as follows:

Member Pro Rata Share
Thomas A. Davis, Jr. 100%

- 8. Governing Law. This Agreement shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Georgia without giving effect to the conflict of laws rules thereof.
- 9. <u>Consideration</u>. The Parties acknowledge that the provisions of this Agreement are adequate consideration for forming a binding contract.
- 10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings between the parties relating to the subject matter hereof.
- 11. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, Contributor and Company have executed this Intellectual Property Assignment to be effective as of the Effective Date.

#### CONTRIBUTOR

Thomas A. Davis, Jr.

LAQ\_

I, Huer Julic under the laws of GA.
do hereby certify that Thomas A I referred to herein as
"Company," did personally appear before me this day and acknowledged the due execution of the
foregoing instrument in writing.
Witness my hand and seal, this 25 day of October, 2012.
My Commission Expires: 2-28-2016
Anno Blo ISEALI MARIOTARIA
NOTARY PUBLIC SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL

### **COMPANY**

Davis Intellectual Assets, LLC

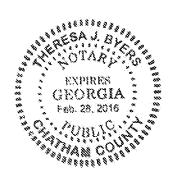
e>-	1-2-		Man	Z
By: 7	Thomas	A. D.	مر با الا شورانات	3m
Title:	Presio	dent		

I, Auce Byles, Notary Public under the laws of GA	,
do hereby certify that Thomas A Days Jr., referred to herein	as
"Contributor," did personally appear before me this day and acknowledged the due execution of	the
foregoing instrument in writing.	

Witness my hand and seal, this <u>35</u> day of <u>October</u>, 2012.

My Commission Expires: ユータを・2016

NOTARY PUBLIC (SEAL



#### Schedule 1

#### Assigned Trademarks

- USPTO Trademark Registration Number 3,359/052, Serial Number 77/152532, for the word mark "TILE-BASIN", filed on April 10, 2007, and issued on December 25, 2007;
- USPTO Trademark Application Serial Number 85/583,839, for design plus word mark "KBRS INNOVATIVE SHOWER SYSTEM HARD CORE", filed on March 29, 2012; and
- USPTO Trademark Application Serial Number 85/584,917, for design plus word mark "KBRS INNOVATIVE SHOWER SYSTEMS", filed on March 30, 2012.
- USPTO trademark application Serial Number 85/583,597, for word mark "KBRS", filed on March 29, 2012.
- 5. ShowerSlope<sup>TM</sup>
- ShowerBase<sup>TM</sup>
- 7. ShowerSeat<sup>TM</sup>
- 8. ShowerNiche<sup>TM</sup>
- 9. ShowerSeal<sup>TM</sup>
- 10. Hard Curb<sup>TM</sup>

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## Schedule 2

### **Assigned Patents**

- 1. USPTO Patent Number 6,003,169, dated December 21, 1999, for Solid Surface Shower Pan, Inventor: Thomas A. Davis, Jr., Company: Thomas A. Davis, Jr.;
- 2. USPTO Patent Number 8,181,288 B1, dated May 22, 2012, for Waterproof Base and Methods of Fabrication and Installation, Inventor: Thomas A. Davis, Jr., Company: Thomas A. Davis, Jr.

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**RECORDED: 10/25/2012**